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7 **UNITED STATES BANKRUPTCY COURT**  
8 **NORTHERN DISTRICT OF CALIFORNIA**  
9 **SAN JOSE DIVISION**

10 In re:

11 MORDECHAI KOKA,

13 Debtor.  
14

15 DALE GARDNER and MELISSA  
16 GARDNER,  
17 v.  
18 MORDECHAI KOKA, Debtor and  
GREENBAY BUILDERS, INC.

Case No. 20-50469 SLJ  
Adversary Proceeding: 20-05030

Chapter 11

**STATUS CONFERENCE STATEMENT**

Date: April 22, 2021  
Time: 2:30 p.m.  
Place: \*\*Hearing to be conducted via  
Tele / Video Conference

**JUDGE: HON. STEPHEN L. JOHNSON**

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21 **TO THE HONORABLE JUDGE STEPHEN L. JOHNSON, THE UNITED**  
22 **STATES TRUSTEE'S OFFICE FOR THE NORTHERN DISTRICT OF CALIFORNIA,**  
23 **ALL PARTIES IN INTEREST, AND THEIR RESPECTIVE COUNSEL(S) OF RECORD:**

24 Now comes the Debtor-in-possession herein, Mordechai Koka, by and through his counsel of  
record, Farsad Law Office, P.C., and hereby submits the instant Status Conference Statement.

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26 **STATEMENT OF THE CASE**

27 On June 6, 2020, Plaintiffs filed the instant Adversary Proceeding for nondischargeability  
28 based on 11 U.S.C. 523(a)(2), 523(a)(4), and 523(a)(6). Defendant-debtor filed an answer on

1 July 20, 2020 (Dkt. No. 9). Plaintiffs and Defendants participated in BDRP which resulted in a  
2 settlement and a Motion to Compromise Controversy (the “Motion”) which was filed on October  
3 28, 2020 (Dkt. Nos., 92, 93).

Pursuant to the settlement, the Debtor was to pay \$50,000.00 to the Plaintiffs once the Court entered an Order Approving the Motion and was to pay the remaining \$400,000 by April 15, 2021. Although there was no provision that the \$400,000 would be paid from the sale of the Debtor’s property located at 1702 Paru St., Alameda, CA 94501 (the “Property”), realistically, the Debtor would be paying the remaining \$400,000 settlement amount to the Plaintiffs from the sale of the Property, and also from money the instant counsel is holding in its IOLTA account.

10        Although the Property was timely listed, the Debtor ran into some criminal legal trouble  
11 which delayed his participation in moving the sale along. Counsel for the Debtor reached out to  
12 counsel for the Plaintiffs for extra time to complete the sale and pay them pursuant to the  
13 settlement, but could not come to a resolution.

14 On April 16, 2021, Plaintiffs filed a competing Chapter 11 Plan of Reorganization (Dkt.  
15 No. 114) to be heard on approval of its disclosures on June 3, 2021.

On April 20, 2021, the Debtor filed a substitution of attorney substituting current counsel in his main case to the Fuller Law Firm, P.C. Current counsel will likely continue to litigate the instant nondischargeability Adversary Proceeding. Debtor respectfully requests that the instant status conference be continued for 60-90 days in order to meet and confer with Plaintiff's counsel on potential settlement, a new discovery plan, and setting a trial date.

22 DATED: April 20, 2021 Respectfully submitted,  
23  
24 By: /s/ Nancy Weng  
Nancy Weng, Esq.  
25 Attorneys for Debtor

1                   CERTIFICATE OF SERVICE  
2                   *\*\*No Mail Service Required\*\**  
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